

CHESTERFIELD COUNTY

www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp

Our vision is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.

Our mission is to support our customers in performing their mission by providing quality purchasing services.



INVITATION FOR BID

Purchasing Department
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0001
Telephone No. (804) 748-1617

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the bid documents** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. **AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in

writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

4. DENIAL OF WITHDRAWAL OF BID: (Code of Virginia 2.2-4330)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. PERFORMANCE AND PAYMENT BOND: When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are

requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.

8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **INVOICES:** Invoices for items ordered and delivered shall be submitted by the contractor to Chesterfield County Accounting Department, P. O. Box 40, Chesterfield, VA 23832. All invoices shall show the purchase order number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.
10. **PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
11. **FINANCE CHARGES:** Finance charges imposed by the vendor on any invoice shall not be paid by the County.
12. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.
13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be

furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.

17. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
18. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
20. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
21. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

22. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
 - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

- e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
 - f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - g. The resale value, life cycle costing and value analysis of a product.
 - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
 - i. Timely delivery of goods or timely completion of services as stated by bidder.
 - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
 - k. Inventory capability as it relates to a particular bid.
 - l. Results of product testing.
23. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
24. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
25. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.
26. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
27. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
28. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
29. **MODIFICATION:** The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the Contract.
30. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.

31. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.
32. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
33. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
34. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
35. **REQUIREMENTS CONTRACTS:**
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
 - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
 - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
 - d. The County may award a bid to a single contractor or to multiple contractors.
 - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
 - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
 - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
 - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
 - i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.

- j. The County has the right to extend this contract up to and not to exceed one hundred twenty (120) days following the last term of renewal.

36. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 37. ENVIRONMENTAL MANAGEMENT:** Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.

- 38. SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA 23832-0001
(804) 748-1617

IFB Prepared By:

**Robert Fothergill
Senior Contract Officer**

Invitation for Bid Number:

06-2279-9349

September 8, 2006

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **2:00 p.m.** Local Time Prevailing **September 27, 2006**, and then publicly opened and read aloud to **lease/purchase one Two-Color Common Offset Printing Press and one Automatic Perfector Printing Press for use by the Chesterfield County Public Schools (CCPS) Printing Services.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0001. **Mark outside of your envelope with Invitation for Bid #06-2279-9349 and opening date of bid.**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp.

COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

DEFINITIONS:

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts. (Reference: 2.2-1401 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES
AND CHESTERFIELD BUSINESSES

Project/Contract Name/Number:

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract _____(T)

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: _____ Date:_____

Form Prepared By:_____ (Type or Print)

PURPOSE

The purpose of this Invitation for Bid (IFB) is to award a contract to furnish, deliver, and install one Two-Color Common Offset Printing Press and one Automatic Perfector Printing Press for use by the Chesterfield County Public Schools Printing Services. It is the intent of the CCPS to lease purchase the presses. Initial payment of \$90,700.00 can be expected upon acceptance of the equipment. Lease payment schedule of 60 months shall be indicated in the Pricing Schedule. One Omni Adast 526P printing press with 16.6 million impressions will be traded in with this purchase.

SPECIAL CONDITIONS

Inquiries

Requests for interpretation of plans and specifications should be addressed to Robert N. Fothergill, Senior Contract Officer, (804) 318-8323 or Mr. Brian Morris, CCPS Print Shop Manager, (804)-768-6163 to be given consideration and must be received no later than seven (7) days prior to the date established for the opening of bids. Bidders are encouraged to submit questions in writing and fax them to (804) 717-6378, Attn: Robert N. Fothergill or by email to: fothergillb@chesterfield.gov.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, issued not later than three days prior to the date established for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents and will be posted on Purchasing Department's website at www.chesterfield.gov.

Delivery, Installation, Storage and Training

The contractor shall be responsible for removing the press being traded in and delivering and installing the new presses at the Chesterfield County Public Schools Print Shop located at the Chesterfield Technical Center, 10101 Courthouse Road, Chesterfield, VA 23832.

The contractor shall contact Mr. Brian Morris, CCPS Print Shop Supervisor at (804) 768-6163 at least (48) hours in advance to schedule delivery and installation.

Equipment shall be delivered, installed and fully tested by an authorized equipment manufacturer's representative.

In addition, training shall also be provided at no cost to the County.

It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing equipment and related materials in the building during installation. Neither Chesterfield County nor CCPS will assume any responsibility for receiving these shipments. Contractor shall check with CCPS and make necessary arrangements for security and storage space in the buildings during installation.

Operation/Maintenance Manuals

Upon completion of equipment installation the contractor shall furnish two (2) complete sets of original operation and maintenance manual(s). Photocopy of these manuals is not acceptable.

Subcontracts

No portion of the work shall be subcontracted without prior written consent of the Purchasing Department. In the event that the Contractor desires to contract some part of the work specified herein, the contractor shall furnish the Purchasing Department the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Contractor Access to Authorized User Location

Chesterfield County and CCPS shall grant to contractor personnel such access to Chesterfield County and CCPS's locations as may be necessary or appropriate for the contractor to perform its obligations under the contract, subject to all security issues. The contractor may be required to undergo additional security procedures that may include, but not be limited to; records verification, submission of photos and or fingerprints, etc. Contractor may, at any time, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that Chesterfield County and CCPS would consider reasonable for security measures. These forms may include the individual employee's agreement that all Chesterfield County and CCPS information that is garnered while on site is confidential and proprietary. Any unauthorized release of proprietary information by the contractor or the contractor's employees shall constitute a breach of the contract.

Field Modifications and/or Engineering Changes

Contractor recommended modifications and/or engineering changes shall be made with the consent of CCPS at no additional charge for a period of one (1) year from the date of installation. CCPS reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on its daily operations.

Operational Components

Unless otherwise requested in the solicitation, stated equipment prices shall include all necessary components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, ink, etc., unless such supplies are expressly identified in the Pricing Schedule.

Warranty of Materials and Workmanship

Contractor warrants that, unless otherwise specified, equipment shall be new, in first-class condition, and in accordance with the contract documents. Contractor further warrants that all workmanship associated with the equipment installation shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.

Work not conforming to these warranties shall be considered defective.

This warranty of materials and workmanship is separate and independent from, and in addition to, any of the contractor's other guarantees or obligations in the contract.

Warranty

All equipment must carry the standard manufacturer's warranty applicable for the equipment and be eligible for on site maintenance after the warranty period has expired.

Equipment Property Taxes

The contractor shall be responsible for all property taxes on the leased equipment during the lease period.

Term of Lease

The lease/purchase term agreement shall be for a period of approximately sixty (60) months, effective from the date of executed contract.

Financing

The contractor shall be required to provide lease financing as well as provide an amortization schedule upon award of contract.

Bidders shall also indicate on the Pricing Schedule of this IFB, their firm's lease finance percentage rates as well as the monthly lease cost based on the proposed percentage rates.

Purchase Option

Bidders shall submit with their bid, detailed information about early "buy-out" options should the School Board decide to purchase the equipment at the end of any period listed in the Pricing Schedule.

Bidders shall indicate the Fair Market Value at the end of each period in the space provided on the Pricing Schedule of this IFB.

Pricing

The bid price shall include preventive maintenance, service repairs, (parts and labor), during the lease/purchase term of the contract.

Maintenance

Bidders shall furnish a copy of their maintenance agreement with their bid. The contractor shall be required to execute the County's Maintenance Contract Rider in addition to signing the maintenance contract. (See sample included in this IFB).

Under pricing option #1, the bidder shall include in his price the provision of full on-site maintenance on equipment bid and shall also respond to service requests within four (4) hours after receipt of either verbal or written notice by an authorized representative of the School Board.

Under pricing option #2, the bidder shall not include any follow-on maintenance in his price. Rather the bidder shall indicate in the Pricing Schedule cost of post-warranty maintenance on an hourly rate basis for each type of equipment.

Service

Bidders shall provide the name, address, telephone and fax numbers of the proposed equipment's authorized service representative for service and supply calls in the space allowed on the Pricing Schedule of this IFB.

Product Information

If bidding other than as specified, bidders shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the county to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.

Insurance

A copy of a Certificate of Insurance shall be required and must be furnished by the contractor during execution of the contract. The Certificate does not need to accompany the bid.

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County and Chesterfield County School Board as additionally insured.** Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - \$1,000,000 Each Occurrence Combined Single Limit - Including coverage for XC and U hazards
3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
4. Umbrella Liability Insurance - \$2,000,000 Each Occurrence

All insurance policies under coverages 2 and 4 above shall name the County, as additional insured.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the County, and the Insurance Company shall be responsible for notifying the County thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two (2) years after completion and acceptance of the work.

For projects with a construction cost of less than \$50,000, Builder's Risk coverage for the full project value shall be paid for and provided by the Contractor and be subject to approval by the Office of Risk Management. This coverage shall be provided by a company with an A.M. Best rating of no less than B+. The County shall be named as an additional insured.

For projects with a construction cost of more than \$50,000, the Builder's Risk coverage will be provided by the County, however, the Contractor shall be responsible for the first \$10,000 of any claim. The County's Builder's Risk coverage is \$50,000 self insured retention.

PLEASE FORWARD A COPY OF THESE INSTRUCTIONS TO YOUR INSURANCE CARRIER.

Instructions Regarding Insurance Certificates

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:

Chesterfield County and Chesterfield County School Board is additional insured or that Chesterfield County and Chesterfield County School Board is additional insured with respects to General Liability; and/or Umbrella Liability policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.' OR In lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County.

3. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB/RFP #

4. Certificate of Insurance must be signed.

SPECIFICATIONS/USE OF BRAND NAMES

The Hamada DU-34-II-K press and the Hamada B-252-Mark II Press, manufactured by Hamada have been established to convey the general style, type, character, and quality of the presses. Bids from persons or firms based on manufacturers which conform in all material respects and that the County in its sole discretion determines to meet or exceed the specifications, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offered product/equipment shall provide the following or equivalent features as noted hereinafter:

DETAILED SPECIFICATIONS:

A. Hamada B-252-Mark II two color – two blanket press

- 1. Maximum sheet size: 20 15/32" x 14 3/8"
- 2. Maximum image area: 19 7/8" x 13 25/32"
- 3. Plate size: 20" x 15 3/4"
- 4. Machine speed: 3,000 to 10,000 impressions per hour
- 5. Running Register: vertical and lateral on both printing units
- 6. Stream feeder
- 7. Pre-load feeder pile capability
- 8. Skewed sheet detector
- 9. Mechanical double sheet detector
- 10. Electrical double sheet detector (ultrasonic)
- 11. Ink roller washers
- 12. Continuous dampener systems
- 13. Water circulator & chiller
- 14. Anti-tracking cylinders (non-marking)
- 15. Blanket washers
- 16. O.K. monitor
- 17. Sheet Decurler
- 18. Sheet Brake
- 19. Sheet cam drop
- 20. Auto descending paper pile
- 21. Centralized lubrication system
- 22. Delivery jogger
- 23. Static eliminator
- 24. EPS (automatic plate loaders)
- 25. Spray powder system
- 26. Air shower sheet blow down
- 27. Single sheet feeder switch

Standard	Yes___	No___
Optional	Yes___	No___
Not available	Yes___	No___

B. Hamada DU-34-II-K Automatic Perfector Press

1. Maximum sheet size: 13 3/8" x 18"
2. Maximum image area: 12.7" x 17.25"
3. Plate size: 12 3/4" x 19 3/8"
4. Machine speed: 3,000 to 10,000 impressions per hour
5. Paper weights: 9 lb. to 140 lb
6. Dampeners – Kompac continuous dampeners (both heads)
7. Automatic blanket washers
8. Automatic plate loaders
9. Electrical – 220 volts, 20 amps, single phase
10. Delivery jam detector
11. Delivery static eliminator
12. Delivery spray device
13. Delivery air shower
14. Delivery stack limit detector
15. Blanket jam detector
16. Inching system (forward & reverse)
17. Central lubrication pump
18. Double deck paper feeder
19. Running register: Vertical upper unit/loser unit 15 mm + or -
Lateral upper unit/lower unit 2 mm + or -

BASIS OF AWARD

An award will be made to the lowest responsive and responsible bidder for either Option #1 or Option #2 based on the Grand Total Bid, including the Total Cost of the Sixty (60) Month time period for both presses minus the trade-in value for the Omni Adast 526P. The award shall be made to a single bidder.

PRICING SCHEDULE

Option #1 (full on-site maintenance included)

Item No.	Quantity	Description	Total Price
1.	1 ea.	Hamada B-252-Mark II Two color – Two Blanket Press or approved equal	\$
2.	1 ea.	Hamadq DU-34-II-K Automate Perfector Press or approved equal	\$
Total Items 1 and 2			\$

Less Trade-In:

The following press must be considered for trade in:

Item No.	Quantity	Description	Total Price
1.	1 ea.	Omni Adast 526P with 16.6 million impressions	\$

TOTAL BID PRICE (Items 1 and 2) \$ _____

Less Trade-In \$ _____ -

Less Initial Down Payment \$ _____ -90,700.00

Remaining Sixty Month (60)
lease cost based on the proposed
finance percentage rate
Grand Total Bid \$ _____

Monthly Lease Payment Amount \$ _____

Manufacturer's Brand and Model No. Bid _____

Option #2 (without full on-site maintenance included)

Item No.	Quantity	Description	Total Price
1.	1 ea.	Hamada B-252-Mark II Two color – Two Blanket Press or approved equal	\$
2.	1 ea.	Hamadaq DU-34-II-K Automate Perfector Press or approved equal	\$
Total Items 1 and 2			\$

Less Trade-In:

The following press must be considered for trade in:

Item No.	Quantity	Description	Total Price
1.	1 ea.	Omni Adast 526P with 16.6 million impressions	\$

TOTAL BID PRICE (Items 1 and 2) \$ _____

Less Trade-In \$ _____ -

Less Initial Down Payment \$ _____ -90,700.00

Remaining Sixty Month (60)
lease cost based on the proposed
finance percentage rate
Grand Total Bid \$ _____

Monthly Lease Payment Amount \$ _____

Manufacturer's Brand and Model No. Bid _____

Hourly Maintenance Rate for Item #1 \$ _____

Hourly Maintenance Rate for Item #2 \$ _____

1. Finance Percentage rate _____%

(Percentage rate shall remain firm during the term of the lease)

Should the County choose to purchase the leased equipment prior to the expiration of the 60 month lease purchase schedule, bidders shall indicate the Fair Market Value at the end of the following periods:

December 31, 2007: \$_____;

December 31, 2009: \$_____;

December 31, 2008: \$_____;

December 31, 2010: \$_____;

Provide the name, address, telephone and fax numbers of the proposed equipment's authorized service representative

Name _____

Telephone No. (____)_____

Address _____

Fax No. (____)_____

DELIVERY / TIME OF PERFORMANCE

Bidders are required to state the time of proposed delivery and installation of both presses.

CCPS desires delivery/completion within 30 calendar days after receipt of order (ARO).

State your earliest firm delivery or completion in calendar days _____.
This may be a factor in the award decision.

TECHNICAL SUPPORT

1. Furnish the name, address, toll free number, and e-mail address, manufacturer's technical support representative:

Name: _____ Phone (____) _____

Address: _____ Fax (____) _____

E-mail address: _____

Hours available Monday – Friday - _____ a.m. - _____ p.m.

Pager No. for Emergency Support after above hours _____

ADDENDUM INFORMATION (If Applicable)

Receipt of the addendum listed below is acknowledged and the bid incorporates all requirements of this addendum:

_____ Dated _____

_____ Dated _____

_____ Dated _____

AVAILABILITY OF FUNDS

If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

BIDDER'S DATA SHEET
TO BE COMPLETED AND SUBMITTED WITH BID

QUALIFICATIONS: Bidders shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the equipment required for this contract.

_____ years _____ months

Provide a list of three (3) customers to whom the bidder has sold the product bid during the past three (3) years.

Name, Address, Phone Number and Contact Person

1.
2.
3.

TERMS AND SIGNATURE SHEET

All bids shall be signed on the Terms and Signature Sheet in order to be considered.

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are _____

All prices shall be F.O.B.: Chesterfield County Public Schools Print Shop located at the Chesterfield Technical Center, 10101 Courthouse Road, Chesterfield, VA 23832. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #06-2279-9349 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five per cent.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone (____)** _____ **Fax (____)** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority Business Enterprise:	Yes _____	No _____
Woman-Owned Business:	Yes _____	No _____
Chesterfield Business:	Yes _____	No _____

SAMPLE

EQUIPMENT MAINTENANCE CONTRACT RIDER

The maintenance contract attached to this rider is subject to the following definitions, terms and conditions. To the extent that any of the terms of the Equipment Maintenance Contract are inconsistent with the terms of this Rider, the terms of this rider shall control, and the terms of the Equipment Maintenance Contract shall be null and void.

1. **DEFINITIONS**

- A. "County" shall mean **Chesterfield County**
- B. "Contractor" shall mean
- C. "Contract" shall mean

2. **INDEMNIFICATION**

A. Contractor shall indemnify and hold harmless the County and its officials, employees and agents from any and all claims, suits, actions, losses and expenses which may arise as a result of the services provided by the Contract or as a result of the negligence of Contractor or Contractor's agents or employees.

B. Any provision of this Equipment Maintenance Contract which requires or might require the County to indemnify the Contractor shall be void and of no effect.

3. **ASSIGNMENT**

The conditions and provisions of this Contract shall extend to and bind the agents, successors and assigns of the County and the Contractor. Neither party to this Contract shall assign or transfer its interest in the Contract without the prior written consent of the other, which will not be unreasonably withheld. Any attempted assignment or transfer of interest without the consent of the other party shall be void and of no force or effect.

4. **EQUIPMENT RELOCATION OR MODIFICATION**

The County shall have the right to relocate any equipment covered by the Contract to a new location. The County agrees to advise Contractor in writing of any change in the address where any equipment covered by the Contract is located. Upon relocation of the equipment, Contractor shall continue to perform all of its obligations under the Contract.

5. **SUBCONTRACTING**

Contractor may not subcontract any or all of the work to be performed by it under this Contract without the written consent of the County. Contractor shall retain responsibility for any work which is subcontracted.

6. **TERMINATION**

The County may terminate the Contract, and incur no penalty therefore, provided that the County gives thirty (30) days written notice of termination to the Contractor. The Contractor may terminate this Contract, and incur no penalty therefore, if the County has breached any material term and has not remedied the breach within thirty (30) days after receipt of written notice of the breach from Contractor.

SAMPLE

7. **STATUTE OF LIMITATIONS**

Any action arising out of the services to be provided which are the subject matter of this Contract shall accrue and shall be brought within the limitations of time established by the *Code of Virginia*, 1950, as amended, for such actions. Any provision of the Contract which purports to alter those time limitations or accrual provisions shall be null and void.

8. **LIABILITY LIMITATIONS**

Any provision of this Contract which limits or attempts to limit the liability of the Contractor shall be void and of no force or effect.

9. **AVAILABLE REMEDIES**

Any provision of this Contract which limits or attempts to limit any remedies available to the County shall be void and shall have no force or effect.

10. **ARBITRATION**

Any provision of the Contract which requires or attempts to require the parties to submit disputes to binding or non-binding arbitration shall be void and shall have no force or effect.

11. **GOVERNING LAW**

This Contract shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia in and for the County of Chesterfield.

12. **NON-APPROPRIATION OF FUNDS**

A. In the event that funds are not appropriated for this Contract for any County fiscal year, following the County's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the County providing written notice to the Contractor prior to the date of termination.

B. Termination of the Contract pursuant to this section shall not be considered a default by the County. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

13. **PENALTIES AND INTEREST**

Any provision of this Contract which requires or attempts to require the County to pay interest or late payment penalties, costs, fees or expenses, including but not limited to attorney's fees, shall be void and shall have no force or effect.

14. **SECURITY INTEREST**

Any provision of the Contract which relates to the granting of a security interest in any property of the County shall be void and shall have no force or effect.

SAMPLE

15. **NON-DISCRIMINATION**

During the performance of this Contract, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or natural origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor's business. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor will state that Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor. Notices, advertisements and solicitations placed in accordance with federal laws, rules and regulations shall be deemed sufficient for the purpose of meeting the requirements of this section. Contractor agrees to include the provisions of this paragraph in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

16. **MODIFICATION AND WAIVER OF PROVISIONS**

Any modification or waiver of any provision of this Contract must be made in writing and executed by authorized representatives of both parties.

17. **SEVERABILITY**

Any covenant, condition or provision of the Contract that is held to be invalid or unenforceable by any Court of competent jurisdiction shall be considered deleted from this Contract. Such deletion shall in no way invalidate or render unenforceable any other provision of the Contract, unless such deletion materially prejudices the parties in their respective rights and obligations.

18. **INTEGRATION**

This Contract constitutes the entire agreement, understanding and representation, express or implied, between the parties. This Contract supersedes all prior written or oral agreements and proposals between the parties which are inconsistent with the terms hereof. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall have any validity or bind any of the parties hereto.

19. **AUDIT OF VENDOR RECORDS**

The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.

20. **DRUG FREE WORKPLACE**

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace

SAMPLE

- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

21. **ENVIRONMENTAL MANAGEMENT**

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.

22. Section 2.2-4343.1 CODE OF VIRGINIA; Chesterfield County does not discriminate against faith-based organizations.

23. **CONTRACT RENEWALS**

The terms of this Equipment Maintenance Contract Rider shall remain in effect for the duration of the underlying contract, which shall include renewals.

COUNTY OF CHESTERFIELD

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____